

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Panaji, Tiswadi - Goa on this ___ day of _____ of the year Two Thousand and Twenty;

BETWEEN

(1) M/S. VISION DEMPO HOSPITALITY & ESTATES PRIVATE LIMITED, a Company incorporated under Part IX of the Companies Act 1956 (No. 1 of 1956) with CIN No. U55101GA2012PTC006932 having PAN Card no. [REDACTED], formerly known as M/s. Vision Enterprises, having its office at Vision House, House no. 179/C-1, Bairo Alto Dos Pilotos, Jose Falcao Road, Panaji Goa, 403001, herein represented by its Managing Director **MR. RAJESH SOIRU DEMPO**, aged 44 years, son of late Mr. Soiru Dempo, in business, married, Indian National, authorized by the Board Resolution in the meeting held on 30/07/2012, holding PAN Card No. [REDACTED], Aadhar Card no. [REDACTED], Email Id: info@visiondempo.com, Contact no. 0832-2220242, residing at H.No.21/368/1, Dempo Mansion, Goa University Road, Near Manipal Hospital, Dona Paula, Ilhas, Goa, 403004, hereinafter referred to as the **“BUILDER/VENDOR/PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of the **FIRST PART**;

AND

(1), (PAN) (Aadhar No.), aged years, son of, married, occupation and his wife **(2)**

(PAN) (Aadhar No.), aged years, daughter of, occupation, both Indian Nationals, residents of, hereinafter referred to as the **“PURCHASERS/ALLOTTEES”** (which expression shall include unless repugnant to the context or meaning thereof deem to mean and include his heirs, nominees, assignees, executors, administrators and legal representatives) of the SECOND PART.

All the parties herein being are Indian Nationals.

WHEREAS the BUILDER/VENDOR/PROMOTER herein has signed the Agreement but is represented in the Office of Sub Registrar, Panaji by the constituted attorney, **MR. CLAUDIO SANTARITA FERNANDES**, son of Mr. Antonio Fernandes, aged 57 years, in service, married, Indian National, holding PAN Card No. [REDACTED], Aadhaar Card no. [REDACTED], Email Id: gfc@visiondempo.com, Mobile no. 8805002558, residing at H. No. 215, Santissimo Vaddo, Taleigao, Goa, vide Power of Attorney dated 09/09/2014 executed before the Office of Sub Registrar at Panaji under No. PNJ-BK4-00056-2014 on 11-09-2014 to present the said Agreement.

WHEREAS there exists a plot of land known as “Sundoriachea Cungueavelem Bata” also known as “Dactea Bondavelem Bata” or “Madalo Wado” admeasuring 2000.00 sq. mts., described in the Land Registration Office of Bardez under no. 8993 at Folio 173 of Book B-23 new, enrolled in the Taluka Revenue Office of Bardez under Matriz nos. 575 and 576 of the first circumscription, surveyed under No. 55/3 of Village Marna situated within the limits of Village Panchayat of

Siolim, Taluka Bardez, District of North Goa, more particularly described in Schedule IA hereunder written and hereinafter referred to as the FIRST PLOT

WHEREAS there exists another plot of land known as “Sundoriachea Cungeavelem Bata” also known as “Dactea Bondavelem Bata” or “Madalo Wado” admeasuring 600.00 sq. mts., described in the Land Registration Office of Bardez under no. 8993 at Folio 173 of Book B-23 new, enrolled in the Taluka Revenue Office of Bardez under Matriz nos. 575 and 576 of the first circumscription, surveyed under No. 55/4 of Village Marna situated within the limits of Village Panchayat of Siolim, Taluka Bardez, District of North Goa, more particularly described in Schedule IB hereunder written and hereinafter referred to as the SECOND PLOT

AND WHEREAS the FIRST PLOT has been purchased by the **BUILDER/VENDOR/PROMOTER** from Mrs. Clara Dias vide a Deed of Sale dated 07/11/2017 registered before the Sub Registrar of Bardez at Mapusa under Reg. No. BRZ-BK1-04591-2017 dated 14/11/2017.

AND WHEREAS the SECOND PLOT has been purchased by the **BUILDER/VENDOR/PROMOTER** from Mrs. Clara Dias vide a Deed of Sale dated 07/11/2017 registered before the Sub Registrar of

Bardez at Mapusa under Reg. No. BRZ-BK1-04590-2017 dated 14/11/2017.

AND WHEREAS on 29-01-2020, the Addl. Collector North Goa issued Sanad under no. 4/43/CNV/AC-III/2018 for conversion of both the said plots.

AND WHEREAS the North Goa District Office of the Senior Town Planner at Mapusa has issued the Technical Clearance Order for the amalgamation of the FIST PLOT and the SECOND PLOT (hereinafter jointly referred to as the SAID PLOTS) and the proposed construction of residential building blocks A, B and C, compound wall and swimming under no. TPB/4340/MARNA/TCP/18/4042 dated 03/10/2018.

AND WHEREAS the Village Panchayat of has issued construction Licence under No. for the construction of residential building blocks A, B and C, compound wall and swimming pool in the said plots.

AND WHEREAS the BUILDER/VENDOR/PROMOTER is entitled to construct residential flats/ shop and sell/convey the same together with the proportionate undivided share in the plots corresponding to the area of the said flats/shop constructed by the BUILDER/VENDOR/PROMOTER in the said plots.

AND WHEREAS the BUILDER/VENDOR/PROMOTER, accordingly, is carrying out the construction of a residential Complex comprising of buildings, having stilts and upper floors identified as in the SAID PLOTS.

NOW THIS AGREEMENT WITNESSETH:-

1) PREMISES :

a) The BUILDER/VENDOR/PROMOTER shall, under normal conditions, construct in the said plots, a residential Complex identified as comprising of the said flat bearing no. having a built up area of sq.mts., (including the incidence of common area such as staircase, Passage and lifts) and corresponding carpet area of approximately sq.mts., on the Floor of Block of Phase of the said Complex which flat is described in detail in the Schedule III along with a stilt car park; hereafter written and shall hereinafter be referred to as SAID FLAT.

b) The BUILDER/VENDOR/PROMOTER shall confirm the final carpet area that has been allotted to the PURCHASERS/ALLOTTEES after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the BUILDER/VENDOR/PROMOTER. If there is any reduction in the carpet area within the defined limit then BUILDER/VENDOR/PROMOTER shall refund the excess money paid by PURCHASERS/ALLOTTEES within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASERS/ALLOTTEES. If there is any increase in the carpet area allotted to PURCHASERS/ALLOTTEES, the BUILDER/VENDOR/PROMOTER shall demand additional amount from the PURCHASERS/ALLOTTEES as per the next milestone of

the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

c) The PURCHASERS/ALLOTTEES agrees and undertakes not to enclose or put any barricades in any manner in respect of allotted stilted car parking area/slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the PURCHASERS/ALLOTTEES to the satisfaction of the BUILDER/VENDOR/PROMOTER.

2) CONSIDERATION:-

a) The PURCHASERS/ALLOTTEES agrees to make payment of the sum of Rs. (RupeesOnly) as per the mode of payment specified in Schedule II on or before the dates provided therein, towards the construction of SAID FLAT along with a stilt car park slot.

b) The above said sum of Rs. (RupeesOnly) includes the cost of the proportionate Undivided Share of the said Plots corresponding to the built up area of the SAID FLAT.

c) If the PURCHASERS/ALLOTTEES commits default in payment of any of the installments aforesaid on its respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the BUILDER/VENDOR/PROMOTER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The BUILDER/VENDOR/PROMOTER shall, however, on such termination, refund to the PURCHASERS/ALLOTTEES the amounts, if any, which may have till then been paid by the PURCHASERS /ALLOTTEES to the BUILDER/VENDOR/PROMOTER, after

forfeiting an EMD component of Rs. _____ (Rupees _____ Only) (10%) without any further amount by way of interest or otherwise.

d) On termination of this Agreement by the BUILDER/VENDOR/PROMOTER under this clause, they shall be at liberty to allot and dispose the SAID FLAT to any other person as the BUILDER/VENDOR/PROMOTER deem fit, for such consideration as the BUILDER/VENDOR/PROMOTER may determine and the PURCHASERS/ALLOTTEES shall not be entitled to question this act of the BUILDER/VENDOR/PROMOTER or to claim any amount from the BUILDER/VENDOR/PROMOTER.

e) Without prejudice to the BUILDER/VENDOR/PROMOTER the other rights of this Agreement and/or in law, the PURCHASERS/ALLOTTEES shall be liable to pay to the BUILDER/VENDOR/PROMOTER, interest at the rate of 18% per annum, compounded monthly, on all amounts due and payable by the PURCHASERS/ALLOTTEES under this Agreement, if any such amount remains unpaid for fifteen days or more after becoming due.

f) The BUILDER/VENDOR/PROMOTER shall have the first lien and charge on the SAID FLAT; construction of which is agreed to be financed by the PURCHASERS/ALLOTTEES in respect of any amount payable by the PURCHASERS/ALLOTTEES to the BUILDER/VENDOR/PROMOTER under the terms and conditions of this agreement.

3) CHANGES:-

Changes or additions or extra items, if required by the PURCHASERS/ALLOTTEES will be accepted at the sole discretion of the BUILDER/VENDOR/PROMOTER, in writing from the PURCHASERS/ALLOTTEES cost of which shall be paid extra by

PURCHASERS/ALLOTTEES, in advance and in the manner determined by the BUILDER/VENDOR/PROMOTER in such an event the time limit for handing over the SAID FLAT shall stand revised as decided by the BUILDER/VENDOR/PROMOTER.

4) DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

a) The BUILDER/VENDOR/PROMOTER shall abide by the time schedule for completing the project and handing over the Said Flat to the PURCHASERS/ALLOTTEES and the common areas to the association of the PURCHASERS/ALLOTTEES after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASERS/ALLOTTEES have paid all the consideration and other sums due and payable to the BUILDER/VENDOR/PROMOTER as per the agreement. Similarly, the PURCHASERS/ALLOTTEES shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the BUILDER/VENDOR/PROMOTER.

b) The BUILDER/VENDOR/PROMOTER shall give possession of the SAID FLAT to the PURCHASERS/ALLOTTEES on or before with extension of 12 months. If the BUILDER/VENDOR/PROMOTER fails or neglects to give possession of the SAID FLAT to the PURCHASERS/ALLOTTEES on account of reasons beyond his control and of his agents by the aforesaid date then the BUILDER/VENDOR/PROMOTER shall be liable on demand to refund to the PURCHASERS/ALLOTTEES the amounts already received by him in respect of the SAID FLAT with interest as specified in the Rules from the date the BUILDER/VENDOR/PROMOTER received the sum till the date the amounts and interest thereon is repaid Provided that the BUILDER/VENDOR/PROMOTER shall be entitled to reasonable extension of time for giving delivery of SAID FLAT on the aforesaid

date, if the completion of building in which the SAID FLAT is to be situated is delayed on account of

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labour etc. or delay on account of the following:

Minor or major Fire or explosion or accident at the site not caused due to any negligence by the BUILDER/VENDOR/PROMOTER; or Strikes or agitation by the workers, employees or labourers of the BUILDER/VENDOR/PROMOTER or the contractors or suppliers; or Government seizures of the equipment and/or plant of the building.

Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;

Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the SAID FLAT for reasons not attributable to the BUILDER/VENDOR/PROMOTER.

Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign

enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.

The BUILDER/VENDOR/PROMOTER shall, wherever it is necessary, intimate the authority in this regard.

The BUILDER/VENDOR/PROMOTER shall not be liable to pay any compensation to the PURCHASERS/ALLOTTEES for delay on any account of the abovementioned reasons & or situations or conditions.

c) The BUILDER/VENDOR/PROMOTER shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the PURCHASERS/ALLOTTEES and the PURCHASERS/ ALLOTTEES shall, within 30 days from the receipt of the notice, take delivery of the SAID FLAT. The BUILDER/VENDOR/PROMOTER upon giving the intimation as stated above, shall be deemed to have completed the SAID FLAT in accordance of this Agreement and shall not be responsible in any manner whatsoever, if the PURCHASERS/ALLOTTEES delay/s the taking delivery of the SAID FLAT.

d) Failure to take possession of the SAID FLAT will not exonerate the PURCHASERS/ALLOTTEES from his liability to pay the outgoing such as Municipal taxes, Maintenance amount etc as mentioned in clause 11 (b) from the date of occupancy.

e) The PURCHASERS/ALLOTTEES shall use the SAID FLAT only for the purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The PURCHASERS/ALLOTTEES shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the

adjoining Co-Owners in the said Complex.

f) The PURCHASERS/ALLOTTEES shall, from the date of possession, maintain the SAID FLAT the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID FLAT and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Municipal Council or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws. The PURCHASERS/ALLOTTEES along with other PURCHASERS/ALLOTTEES in the said complex shall provide of their own water supply at their own cost with the assistance of builder till such time that the PWD water supply is made available to the said complex

g) The PURCHASERS/ALLOTTEES shall not let, sub-let, sell, transfer, assign or part with the interest under or benefit of the Agreement or part with delivery of the SAID FLAT until all the dues payable by her to the BUILDER/VENDOR/PROMOTER under this Agreement are fully paid up and that too only if the PURCHASERS/ALLOTTEES has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he obtain/s the previous consent in writing of the BUILDER/VENDOR/PROMOTER.

5) DEFECTS:-

a) If within a period of five years from the date of handing over the SAID FLAT to the PURCHASERS/ALLOTTEES, the PURCHASERS/ALLOTTEES brings to the notice of the BUILDER/VENDOR/PROMOTER any structural defect in the SAID FLAT or the building in which the SAID FLAT are situated or any

defects on account of workmanship, quality or provision of service, then, (excluding wear and tear and misuse) wherever possible such defects (unless caused by or attributable to the PURCHASERS/ALLOTTEES) shall be rectified by the BUILDER/VENDOR/PROMOTER at his own cost and in case it is not possible to rectify such defects, then the PURCHASERS/ALLOTTEES shall be entitled to receive from the BUILDER/VENDOR/PROMOTER, compensation for such defect in the manner as provided under the Act. In case the PURCHASERS/ALLOTTEES carry out any work within the SAID FLAT after taking possession, and has made internal/external changes on the unit or in the materials used therein, resulting in cracks and dampness or any other defect within or to the adjoining SAID FLATs/s, then in such an event the BUILDER/VENDOR/PROMOTER shall not be liable to rectify or pay compensation. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work. Similarly the BUILDER /VENDOR /PROMOTER shall not be responsible for colour/size variations in paintings, flooring tiles, glazed tiles, any natural stones, like marble, granite any sanitary fittings, etc.

b) In case of the second sale of the SAID FLAT (whether such sale is after one year or within one year) by the PURCHASERS/ALLOTTEES after taking delivery/possession of the SAID FLAT by the PURCHASERS/ALLOTTEES BUILDER/VENDOR/PROMOTER shall not be liable for any claim of defect.

6) OUTGOINGS:-

a) Infrastructure tax of built up area, or any development/betterment charges GST or deposits if demanded by or to be paid to the Village Panchayat or any other Competent Authority incidental to the SAID FLAT shall be payable by the PURCHASERS/ALLOTTEES in the manner to be determined by the BUILDER/VENDOR/PROMOTER. The PURCHASERS/ALLOTTEES agree/s to pay to the BUILDER/VENDOR/PROMOTER within seven days of demand, such share of the PURCHASERS/ALLOTTEES of such charges or deposit.

b) Any levy or tax of any nature, including but not limited to VAT (value Added Tax), Sales Tax and GST, if levied or becomes payable by the BUILDER/VENDOR/PROMOTER or on the project or on individual Flats in including the SAID FLAT, shall be borne by the PURCHASERS/ALLOTTEES and accordingly, the amount of consideration mentioned on clause 2 above, shall stand increased to that extent. The amount so to be borne by the PURCHASERS/ALLOTTEES shall be paid by the PURCHASERS/ALLOTTEES within 07 days of the intimation by the BUILDER/VENDOR/PROMOTER, notwithstanding the fact that the SAID FLAT, at that point of time, may have already been transferred unto the PURCHASERS/ALLOTTEES or its possession handed over to the PURCHASERS/ALLOTTEES.

c) Any taxes, charges or outgoings levied by the Village Panchayat or any other Competent Authority exclusively pertaining to the SAID FLAT shall be borne by the PURCHASERS/ALLOTTEES, from the date of Occupancy Certificate, irrespective of whether the PURCHASERS/ALLOTTEES has/have taken the possession of the SAID FLAT or not.

7. VARIATIONS IN PLANS:-

(a) It is hereby agreed that the BUILDER/VENDOR/PROMOTER shall be entitled and are hereby permitted to make such variation and alterations in the building plans or in the layout/elevation of the building including relocating the open spaces/all structures/ buildings/garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require. It is further agreed that the BUILDER/VENDOR/PROMOTER shall be entitled to sub divide the SAID PROPERTY into smaller portions or to amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/or to form such subdivided portions of the SAID PROPERTY, if any. If and when construction comes up in such properties adjoining the SAID PROPERTY, the same shall, at the discretion of the BUILDER/VENDOR/PROMOTER, either from part of or shall be a distinct project not connected with The BUILDER/VENDOR/PROMOTER hereby gives his express consent to the above and it shall be considered as consent in writing of the BUILDER/VENDOR/PROMOTER required by law.

(b) All plans for the said have been prepared and approval(s)/construction licence(s) with respect to the same have been obtained, on the basis of the survey plans of the SAID PROPERTY and areas mentioned therein, and the BUILDER/VENDOR/PROMOTER are expressly entitled to revise the plans/ approvals(s)/ construction licence (s) based on actual site conditions, which shall be constructed as final for all purposes.

(c) In the event the BUILDER/VENDOR/PROMOTER is required to permit the owner/s of any of the adjoining property/properties, the use of any portion of the SAID PROPERTY by way of right of way or by way of right of use, the BUILDER/VENDOR/PROMOTER shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the F.A.R (floor area

ratio) corresponding to the area so given, shall ensure exclusively to the benefit of the BUILDER/VENDOR/PROMOTER i.e. for the purpose of the built up area of

(d) The BUILDER/VENDOR/PROMOTER shall be entitled to unilaterally revise the plans and/or specifications relating to (i) The exterior of (ii) All common structures/ areas/ amenities in and around including adding/ modifying/ deleting/ relocating any such structures /areas /amenities till the final submission of plans for approval and grant of occupancy certificate.

8. FORMATION OF ENTITY:

a. The BUILDER/VENDOR/PROMOTER shall assist the PURCHASERS/ALLOTTEES of the said complex of in forming a Maintenance Housing Society for maintaining the SAID Complex.

b. On the intimation of BUILDER/VENDOR/PROMOTER the PURCHASERS/ALLOTTEES along with other PURCHASERS/ALLOTTEES of the Said Complex of shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the Maintenance Housing Society.

c. The BUILDER/VENDOR/PROMOTER shall form Maintenance Housing Society of all the PURCHASERS/ALLOTTEES of the said Complex after completion of Phase I and the PURCHASERS/ALLOTTEES of other Phases shall be co-opted as members of the same Society.

d. The PURCHASERS/ALLOTTEES and the persons to whom SAID FLAT is let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the said Society from

time to time and shall also be governed by the laws which may be applicable to the Society.

e. The PURCHASERS/ALLOTTEES hereby agrees and undertakes to be a member of the Society to be formed in the manner herein appearing and also from time to time sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the Society and return to the BUILDER/VENDOR/PROMOTER the same within 10(ten) days of the same being intimated by the BUILDER/VENDOR/PROMOTER to the PURCHASERS /ALLOTTEES.

f. No objection shall be taken by the PURCHASERS/ALLOTTEES if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by the BUILDER/VENDOR/PROMOTER or by any competent authority.

g. The PURCHASERS/ALLOTTEES shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the BUILDER/VENDOR/PROMOTER and of the other PURCHASERS/ALLOTTEES in

h. The BUILDER/VENDOR/PROMOTER shall be in absolute control of those flats in , which remains unsold. Should the BUILDER/VENDOR/PROMOTER decide to retain any portion in it shall join the Society along with the other PURCHASERS/ALLOTTEES.

i. All papers pertaining to the formation of the Society and the rules and regulations thereof as also all the necessary Deed/Deeds of Conveyance shall be prepared by the

BUILDER/VENDOR/PROMOTER or by the Advocate of the BUILDER/VENDOR/PROMOTER.

j. All costs, charges, expenses, etc., including registration and any other expenses in connection with the formation of the Society shall be borne by the PURCHASERS/ALLOTTEES and the other PURCHASERS/ALLOTTEES in such proportion as may be decided by the BUILDER/VENDOR/PROMOTER and/or the ENTITY.

9) TRANSFER:-

a) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the SAID FLAT or of the said Property or any part thereof.

b) Upon obtaining Occupancy Certificate the BUILDER/ VENDOR/ PROMOTER shall execute/get executed the Conveyance of the SAID FLAT along with undivided proportionate Share of land at the cost of the PURCHASERS/ALLOTTEES in the names of various the FLAT HOLDERS.

c) The BUILDER/VENDOR/PROMOTER shall convey unto the PURCHASERS/ALLOTTEES the SAID FLAT along with the undivided share of the portion of the SAID PROPERTY or the portion thereof on which is constructed, proportionate to the built up area of the SAID FLAT unto the PURCHASERS/ALLOTTEES, in such manner, as may be determined by the BUILDER/VENDOR/PROMOTER.

d) All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance shall be borne by the PURCHASERS/ALLOTTEES and the other

Unit/Shop/Office Premises/garage holders in such proportion as may be decided by the BUILDER/VENDOR/PROMOTER and/or the ENTITY.

10 DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES:-

(a) (i) The PURCHASERS/ALLOTTEES agrees/s to pay the BUILDER/VENDOR/PROMOTER towards Electricity meter which will be provided by the BUILDER/VENDOR/PROMOTER in the individual name of the PURCHASERS/ALLOTTEES. However expenses on procurement of electric meter and their installation will be charged extra, as applicable.

(ii) Rs./- (Rupees only) as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards the upkeep of common amenities, in the manner stated in clause 10 hereafter.

(iii) Maintenance Charges at Rs./- (Rupees Only) per sq. mt., of built up area, per month of SAID FLAT area as may be demanded by the BUILDER/VENDOR/PROMOTER, shall be payable to the BUILDER/VENDOR/PROMOTER by the PURCHASERS/ALLOTTEES in one lump sum, for twelve months every year till the formation of the society to meet the expenditure towards the upkeep of common amenities for the SAID FLAT.

(iv) Rs. /- (Rupees only) or such other sum prescribed by the registering authority, to be passed on to the ENTITY towards shares/membership of the ENTITY.

(v) Rs. /- (Rupees only) towards the formation of the ENTITY and other incidental charges.

(b) The above amounts shall be paid by the PURCHASERS/ALLOTTEES to the BUILDER /VENDOR /PROMOTER, on or before taking possession of the SAID FLAT.

(c) The amounts so received by the BUILDER/VENDOR/PROMOTER in terms of clause 10 shall be held by the BUILDER/VENDOR/PROMOTER only in representatives capacity, for a maximum period of 01(One) year from the date of obtaining occupancy certificates for all the building blocks of , extendible for further period at the sole discretion of the BUILDER/VENDOR/PROMOTER.

(d) If during the period mentioned in sub-clause (c) above, the ENTITY is formed, the deposit/membership amounts so held by the BUILDER/VENDOR/PROMOTER, shall be paid by the BUILDER/VENDOR/PROMOTER to the ENTITY within 3 months from the date such ENTITY is formed, after deducting expenses, if any, including the expenses pertaining to the formation of the ENTITY or execution and registration of the Conveyance as detailed in this Agreement and the expenses referred to in clause 10(b) here below. If, during this period, the ENTITY is not formed or the amounts is not take over by the ENTITY despite having been formed, the BUILDER/VENDOR/PROMOTER shall open a fixed Deposit Account in any local branch of any Bank and deposit the same. The amount so held in fixed deposit along with accrued interest, shall be paid to the ENTITY, within 3 months from the date such ENTITY is formed, after deducting expenses, if any, including the expenses pertaining to the formation of the ENTITY or execution and registration of the conveyance as detailed in this agreement and the expenses referred to in clause 10(b) here below.

(e) The amount so paid to the ENTITY shall be kept by the ENTITY in any Bank in a Fixed Deposit or held in such manner as may be decided

in the General Body Meeting of the ENTITY and the interest thereon shall be used to meet the common upkeep expenses in the manner decided by the ENTITY.

(f) If the BUILDER/VENDOR/PROMOTER and/or the ENTITY are of the opinion that the yield on amount as mentioned herein above is not going to be sufficient to meet the upkeep expenses, the BUILDER/VENDOR/PROMOTER and/or the ENTITY is authorized to increase the aforesaid deposit with prior intimation to the PURCHASERS/ALLOTTEES and the PURCHASERS/ALLOTTEES shall pay the same within 15 days from the date of such intimation.

11. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO:

(a) It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of is exclusively that of the PURCHASERS/ALLOTTEES (including the PURCHASERS/ALLOTTEES herein) of various units in and/or of the ENTITY.

(b) Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the PURCHASERS /ALLOTTEES has requested the BUILDER /VENDOR /PROMOTER to act on his behalf for the purpose of meeting the following expenditure concerning common amenities, by setting of such expenditure against the interest or notional interest referred to in clause 9(d) or 9(e) above:

- (i) Common water charges;
- (ii) Common electricity charges;
- (iii) Lift Maintenance charges;
- (iv) Remuneration of attendants and watchman;
- (v) Consumables for upkeep;

(vi) Such other amount as may be decided by the BUILDER/VENDOR/PROMOTER at their sole discretion.

(c) The period of interim arrangement referred to above, shall be for a maximum period of 1 year from the date the occupancy certificates for all the building Blocks of are obtained, unless extended at the sole discretion of the BUILDER/VENDOR/PROMOTER.

(d) It is clearly agreed and understood by the PURCHASERS/ALLOTTEES that the BUILDER /VENDOR /PROMOTER responsibility during the above period shall be the payment of the above expenses only and the BUILDER/VENDOR/PROMOTER shall not be responsible for any accidents or thefts occurring within the precincts of

12. USE OF CERTAIN FACILITIES:

(a) The PURCHASERS/ALLOTTEES along with all other PURCHASERS/ALLOTTEES of the entire complex of Phase shall be entitled to use all the amenities and recreational facilities, provided by the BUILDER/VENDOR/PROMOTER in each phase. However all the members of the society shall be entitled to use all the amenities and facilities irrespective of they being PURCHASERS/ALLOTTEES in any phase and such use shall be at the sole responsibility and risk of the PURCHASERS/ALLOTTEES or his family members and he shall abide by the rules and regulation framed by the BUILDER/VENDOR/PROMOTER or the Society for this purpose.

13 .GENERAL:-

a) The PURCHASERS/ALLOTTEES confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to

the SAID PROPERTY and of the plans/approvals/licences relating to the SAID FLAT.

The PURCHASERS/ALLOTTEES also confirm/s having taken physical inspection of the SAID PROPERTY and the plans of the SAID FLAT and satisfied themselves as to its size, area, location and dimensions.

b) Provided it does not in any way affect or prejudice the right of the PURCHASERS/ALLOTTEES in respect of the SAID FLAT the BUILDER/VENDOR/PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with its right, title and interest in the SAID PLOTS and/or in the said building.

c) The PURCHASERS/ALLOTTEES shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/VENDOR/PROMOTER may require from her from time to time in this behalf for safeguarding inter alia the interest of the BUILDER/VENDOR/PROMOTER and the PURCHASERS /ALLOTTEES.

d) The PURCHASERS/ALLOTTEES shall, on the date of signing the agreement, notify to the BUILDER/VENDOR/PROMOTER the address where any letters, reminders, notices, documents, papers etc. are to be served to him.

The PURCHASERS/ALLOTTEES shall also, from time to time notify any change in her address to the BUILDER/VENDOR/PROMOTER. Any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D. or Under Certificate of Posting shall be deemed to have been lawfully served to the PURCHASERS/ALLOTTEES.

e) If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASERS/ALLOTTEES as stipulated in this Agreement, the floor area Ratio presently applicable to the said Property is increased, such increase shall ensure for the benefit of the BUILDER/VENDOR/PROMOTER alone without any rebate to the PURCHASERS/ALLOTTEES.

f) All disputes which may arise between the Parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and/or about the performance of these presents or concerning any act or omission of the other Party to the disputes, or to any act which ought to be done by the Parties in disputes, or, in relation to any matter whatever concerning this Agreement shall be referred to arbitration in accordance with the Provisions of Indian Arbitration and Conciliation Act, 1996.

g) The possession of the SAID FLAT will be handed over to the PURCHASERS/ALLOTTEES after executing proper deed of conveyance.

SCHEDULE -IA

(Description of the FIRST PLOT)

All that plot of land known as “Sundoriachea Cungeavelem Bata” also known as “Dactea Bondavelem Bata” or “Madalo Wado” admeasuring 2000.00 sq. mts., described in the Land Registration Office of Bardez under no. 8993 at Folio 173 of Book B-23 new, enrolled in the Taluka Revenue Office of Bardez under Matriz nos. 575 and 576 of the first circumscription, surveyed under No. 55/3 of Village Marna situated within the limits of Village Panchayat of Siolim, Taluka Bardez, District of North Goa,

The SAID PLOT is bounded as under:-

Towards the North:- By the Property bearing survey nos. 56/25 &
56/26

Towards the South:- By Road

Towards the East :- By the Property bearing survey nos. 55/4

Towards the West: - By the Property bearing survey nos. 55/1 &
55/2

SCHEDULE -IB

(Description of the FIRST PLOT)

All that plot of land known as “Sundoriachea Cungueavelem Bata” also known as “Dactea Bondavelem Bata” or “Madalo Wado” admeasuring 600.00 sq. mts., described in the Land Registration Office of Bardez under no. 8993 at Folio 173 of Book B-23 new, enrolled in the Taluka Revenue Office of Bardez under Matriz nos. 575 and 576 of the first circumscription, surveyed under No. 55/4 of Village Marna situated within the limits of Village Panchayat of Siolim, Taluka Bardez, District of North Goa,

The SAID PLOT is bounded as under:-

Towards the North:- By the Property bearing survey no. 56/26

Towards the South:- By Road

Towards the East :- By the Property bearing survey nos. 55/5

Towards the West: - By the Property bearing survey nos. 55/3

SCHEDULE -II

(Description of the Flat)

All that Flat No. having a built up area of sq.mts (including the incidence of common area such as staircases and lifts) and the Corresponding Carpet area being sq.mts. on the **Floor** of

Block of Phase of the Complex, along with a Stilt car parking slot and together with the undivided proportionate share in the land described in the Schedule IA & IB hereinabove mentioned.

SCHEDULE -III

MODE OF PAYMENT

(SUBJECT TO CLAUSE 2 AND CLAUSE 5 ABOVE)

1. On booking and signing of this agreement.	Rs. _____/-
2. On Completion of Plinth	Rs. _____/-
3. On Completion of Upper Ground Floor Slab	Rs. _____/-
4. On Completion of First Floor Slab	Rs. _____/-
5. On Completion of Second Floor Slab	Rs. _____/-
6. On Completion of Third Floor Slab	Rs. _____/-
7. On Completion of Roof Slab	Rs. _____/-
8. On Completion of Laterite Masonary	Rs. _____/-
9. On Completion of External Plaster	Rs. _____/-
10 On Completion of Internal Plaster	Rs. _____/-
11 On Completion of Tiling	Rs. _____/-
12 On Completion of Painting	Rs. _____/-
13 On Handover	Rs. _____/-

=====

Total **Rs. _____/-**

*

*GST as applicable

Out of the amount of Rs. _____ (Rupees _____ Only) of the total consideration, Rs. _____ (Rupees _____ Only) (10%) shall be the component of the Earnest Money Deposits (EMD) as stipulated in clause 2(b) of the Agreement hereinabove.

MODE OF PAYMENT FOR EXTRA WORKS:

Extra work if possible will be executed by the VENDOR only after the amount corresponding to the cost of extra works is agreed to be payable by the PURCHASERS AND THE AMOUNT IS PAID IN ADVANCE. The estimate for the extra work, if any, prepared by the VENDOR shall be final and binding.

SCHEDULE -IV**(Specifications)****The Structure:**

It is a R.C.C framed structure of columns, beams and slabs. The internal partition walls will be laterite/ brick masonry and the external walls will be brick/laterite masonry.

Plaster:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

Flooring:

The entire unit except the toilet flooring will be of vitrified tiles or of equivalent tiles (Basic rate of the tiles will be Rs. 400.00 per sq mts) The flooring of the toilet will be finished with anti skid ceramic tiles (Basic rate of the anti skid ceramic tiles is Rs 300.00 per sq mts.) Dado is provided up to full height with glazed tiles (Basic rate of glazed tiles is Rs 300.00 per sq. mts).

Doors and Windows:

Main door will have teakwood frames or equivalent and teak shutters or equivalent and the internal door frames shall be of sal/ matti wood or equivalent and FR. P/flush shutters. Windows frames and shutters will

be of Powder coated aluminum sliding type or equivalent. The doors will have SS hinges and Aluminum fittings. The main door will have a night latch.

Kitchen:

The kitchen will have a cooking platform with black granite top. Stainless steel sinks with single bowl of 45 cms. The Dado above platform and sink is provided with glazed tiles upto 60cm ht. Jaquar, Hindware, Cera or equivalent sink cock will be provided.

Internal Décor:

The walls & ceiling will be painted with 2 coats of oil-bounded distemper.

External Décor:

External walls will be painted with cement paint.

Water Supply:

Water is supplied to every unit through a common overhead tank provided which services all the units with a common electric pump and a common underground sump tank will be provided.

Plumbing and Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C of Cera, Hindware or equivalent units will provided with flushing system. The Sanitary installations will be in accordance with Municipal specifications. One shower and one washbasin of Jaquar, Hindware, Cera or equivalent will be provided in each toilet.

Electrical Installations:

The electrical wiring will be concealed with Polycab, Anchor, Finolex or equivalent wires & Roma or equivalent switches. In the living cum dining room four light points, two fan points and three plug points will

be provided. The bedroom will have two light points, one fan point, one TV Point, one AC point and one plug point. Kitchen will have one light point, one 15 amps point and one 5 amps point. Toilets will have one light point each. Balconies and service verandah if any will have one light point one bell point will be provided.

Elevators:

Elevator of reputed company with a common backup generator will be provided for apartment.

General:

The PURCHASERS/ALLOTTEES shall obtain his/her/their electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the PURCHASERS/ALLOTTEES. The BUILDER /VENDOR /PROMOTER shall only provide the PURCHASERS/ALLOTTEES with the required electrical test report to the effect that the work is executed as per Government regulations, which is sufficient for obtaining electrical connection.

EXTRA WORKS:

Any additional works desired by the PURCHASERS/ALLOTTEES if permitted by the BUILDER/VENDOR/PROMOTER subject to overall approval of the authorities concerned, if need be, shall further be executed by the BUILDER/VENDOR/PROMOTER and the PURCHASERS/ALLOTTEES shall have to pay additional cost for such extra item work.

OTHER AMENITIES:

The BUILDER/VENDOR/PROMOTER shall provide security, clubhouse, garden in the compounded premises of The PURCHASERS/ALLOTTEES of the Flats in the said complex shall use

the other amenities by virtue of his/her having purchased a flat in The outgoing towards the maintenance of the premises and the amenities provided which include salary to staff both security and maintenance, running cost of the amenities provided and the water and electricity charges which would accrue for the common amenities will be paid from the maintenance charges collected for running of from the membership share collected from the members on obtaining occupancy and once the Society is formed the same would be transferred as per the existing rules. The use of OTHER AMMENITIES will be permitted only to the PURCHASERS/ALLOTTEES of the flat and his/her family.

IN WITNESS WHEREOF the Parties hereto hereunto set and subscribed their respective hands the day, month and year first hereinabove.

SIGNED AND DELIVERED BY)

The within named BUILDER/VENDOR/PROMOTER)

M/S VISION DEMPO HOSPITALITY

AND ESTATES PRIVATE LIMITED)

Represented herein by its Managing

Director **MR. RAJESH SOIRU DEMPO**) _____

MR. RAJESH SOIRU DEMPO

Left hand finger prints

Right hand finger print

1..... 1.....

2..... 2.....

3..... 3.....

4..... 4.....

5..... 5.....

SIGNED AND DELIVERED BY)
The within named PURCHASER/ALLOTTEE)
MR. _____)

MR. _____

Left hand finger prints

Right hand finger prints

1.....

1.....

2.....

2.....

3.....

3.....

4.....

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5.....

5.....

SIGNED AND DELIVERED BY)

The within named PURCHASER/ALLOTTEE)

MRS. _____) _____

MRS. _____

Left hand finger prints

Right hand finger prints

1.....

1.....

2.....

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IN THE PRESENCE OF WITNESSES:

1.....

2.....